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6 *Attorney for Claimant*  
7 *Karyn Charmbury*

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10 **UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

11 In re  
12 PG&E CORPORATION, a California corporation,  
13 and  
14 PACIFIC GAS AND ELECTRIC COMPANY,  
INC., a California corporation  
15  
16 Debtors.

**Bankruptcy Case No. 19-30088 (DM)**  
**Chapter 11**  
**(Lead Case) (Jointly Administered)**

**SUPPLEMENTAL DECLARATION  
OF CLAIMANT KARYN  
CHARMBURY'S COUNSEL IN  
SUPPORT OF OPPOSITION AND  
RESPONSE TO REORGANIZED  
DEBTORS' ONE HUNDRED  
EIGHTEENTH OMNIBUS  
OBJECTION TO CLAIMS  
(CHARMBURY CLAIMS); with  
certificate of service attached**

20 Date: December 20, 2022  
21 Time: 10:00 a.m. (Pacific Time)  
22 Place: United States Bankruptcy Court  
Courtroom 17, 16<sup>th</sup> Floor  
San Francisco, CA 94102  
(by tele/videoconference only)

23  
24 **Related Dkt. Nos. 13268, 13269, and  
13269-1**

25 I, Donald W. Ullrich, Jr., declare:

26 My name is Donald W. Ullrich, Jr. I represent the claimant Karyn Charmbury. I am duly  
27 admitted to practice law in all of the courts of the State of California and I am also admitted to  
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1 practice law before the United States District Court, Northern District of California, including this  
2 court. If called upon to testify as to the matters set forth herein I would do so competently and  
3 with personal knowledge thereof.

4 Attached hereto are Exhibits AB through AF. Each exhibit is a true and correct copy of an  
5 original document.

6 EXHIBIT AB

7 E-mail from primeclerk.com sent to counsel on October 4, 2022, at 7:14 PM in response to  
8 counsel's email to primeclerk.com on October 4, 2021, at 8:38 PM. Primeclerk.com in a table in  
9 the email supposedly lists out the "history" of settlement amounts, settlement offers / responses,  
10 and counteroffers. On the second page of the exhibit counsel has attempted to copy and past the  
11 entire table as it is cut-off in the first page of the email. This "history" is not accurate. First, it  
12 does comport with the actual record of offers, counteroffers, and acceptances, which counsel has  
13 set forth in his declaration (see dkt. no. 13269 and 13269-1). In the first column of this table is set  
14 forth wording "Download File" in each of the seven rows. In the email these wordings constitute  
15 "hyperlinks." There are seven such hyperlinks. Attached seriatim hereto as Exhibits AB-1, AB-2,  
16 AB-3, AB-4, AB-5, AB-6 and AB-7 are the documents appearing when the hyperlinks are clicked  
17 on in the order they appear in the table. Observe the contents of AB-5 detailing a supposed  
18 counteroffer made by counsel in the amount \$87,000.00. Counsel made no such counteroffer. In  
19 fact, this counteroffer was supposedly made by a Peter Sheridan. Counsel does not know a Peter  
20 Sheridan. Mr. Sheridan and the settlement offer response therein set forth have nothing at all to do  
21 with the Charmbury Claims.

22 EXHIBIT AC

23 Email from Stacy Campos to counsel sent October 7, 2021, at 7:00 PM. She states she will be  
24 out of town for the next week and a half. She states she will process the agreement once she  
25 receives it. Counsel did not hear back from Ms. Campos until she sent counsel an email on July  
26

1 26, 2022 (see Exhibit AF). Moreover, counsel did not receive any proposed draft of a settlement  
2 agreement to review from her or anyone associated with the debtors or agents of the debtors, such  
3 as Prime Clerk, LLC. Furthermore, counsel presumed her reference to receiving it meant the  
4 settlement agreement, which counsel did not have. Apparently, this was a form agreement that  
5 counsel for PG&E possessed and would transmit to claimants for review before signing. See  
6 Exhibit X. Ms. Campos also stated that she deals with rejecting or accepting the claim or  
7 negotiating a settlement. She refers to the bankruptcy judge and then says it (the settlement,  
8 presumably) has to go through the bankruptcy process, which counsel takes to mean what in fact  
9 the Charmbury claims are going through now. Counsel was also perplexed about her statement  
10 that she deals with rejecting or accepting the claim. Counsel already accepted the claims on behalf  
11 of his client as noted in the record.

13 EXHIBIT AD

14 After Ms. Campos' email of October 7, 2021 (Exhibit AC) Counsel heard nothing from the  
15 debtors, debtors' agents, or counsel representing debtors until a telephone call from a Phil  
16 Simpkins on May 31, 2022, at 3:38 PM. Mr. Simpkins stated he represented PG&E. He informed  
17 counsel that his processor, Ms. Campos, had taken a leave of absence. Discussion was had of the  
18 accepted claims totaling \$44,000.00, the position of the claimant, and his client's position that the  
19 accepted claims totaled only \$22,000.00. Counsel stated that he would send Mr. Simkins a  
20 compilation of filings by the claimant to support claimant's position. Because of the inordinate  
21 amount of time that had passed since Ms. Campos' email, counsel also had to refresh his  
22 recollection of past events, which he did. He also discussed matters with his client. Why did  
23 counsel have to supply a record that debtors' counsel already supposedly had or should have had?  
24 Why was claimant having to identify supposed mistakes made by debtors' agents, Prime Clerk,  
25 LLC? Twice Prime Clerk, LLC, had responded to counsel's queries by representing to counsel  
26 that it was not permitted to dispense legal advice, or with words to such effect. And most

1 importantly, from claimant's position, why was not her acceptance of the four claims in the  
2 amount \$11,000.00 each not being honored by debtors? Her claim was over a half a million  
3 dollars. Claimant was advised that this dispute would most likely have to be resolved by the  
4 bankruptcy court. Claimant did not believe that \$22,000.00 was an adequate amount even in a  
5 bankruptcy setting.

6 Phil Simpkins sent an email to counsel on June 3, 2022, at 3:44 PM as a follow-up to his  
7 telephone conversation with counsel on May 31, 2022. Counsel did not respond to this email.  
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9 EXHIBIT AE

10 Email from Phil Simpkins to counsel sent June 10, 22, at 9:10 AM as a follow-up to his email  
11 to counsel as stated in Exhibit AE. Counsel did not respond to this email.

12 On June 10, 2022, counsel's vehicle was in an accident. On June 12 and 13, 2022, counsel had  
13 to respond to a family emergency involving his spouse's parents and the need to have an adult  
14 child of theirs vacate their residence. From June 15, 2022, to June 19, 2022, counsel was home ill.  
15 From June 22, 2022, through June 24, 2022, counsel traveled to southern California for business.  
16 No later than June 30, 2022, counsel had to respond to discovery in a litigation case in U. S.  
17 District Court in Arizona. On July 7, 2022, counsel had to file a civil rights complaint in U. S.  
18 District Court, Eastern District of California.

19 EXHIBIT AF

20 Email from Ms. Stacy Campos sent to counsel on July 26, 2022. Counsel has no recollection  
21 or record of receiving a call from Phil Simkins on May 18, 2022, as represented in this email.  
22 These settlement amounts are so low that no portion of the settlement in any reasonable manner or  
23 in good faith could be conceivably called emotional distress unless the compensatory and  
24 emotional distress damages were reduced proportionally in settlement. Ms. Campos offered no  
25 supporting documentation concerning the IRS' position in this regard. Moreover, counsel still had  
26 not been sent the form of the settlement agreement. Furthermore, Ms. Campos states, citing no  
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1 legal authority, that the claims accepted by the claimant can be rejected by debtors, in effect and  
2 substance, disavowing the actions of debtors' agent, Prime Clerk, LLC. Counsel continued to be  
3 perplexed as to why debtors apparently didn't have access to the records of its agent, Prime Pay,  
4 LLC, as set forth in these various exhibits, records that claimant had.

5 Counsel did not respond to the email of Mr. Campos.

6 On August 3, 2022, counsel's landlord notified counsel of his intent to sell the house in which  
7 counsel operated his law office at the time. In cash for keys offer, counsel agreed to vacate the  
8 premises no later than August 31, 2022. Counsel did in fact vacate the premises by said date. On  
9 September 1, 2022, counsel became infected with the Covid-19 virus and was sick for  
10 approximately two weeks. Counsel did not get telephone and internet service to his new office  
11 until September 19, 2022. Problems with the service were not corrected until September 29, 2022.  
12 Counsel had an extended discovery deadline of October 7, 2022, to meet in a litigation case in  
13 Sacramento County Superior Court, which deadline counsel met. Counsel doing his own business  
14 and personal taxes (having previously worked for the IRS and having a Master of Law degree in  
15 Business and Taxation) had a tax filing deadline of October 17, 2022, to meet, which he did. On  
16 October 25, 2022, counsel had a hernia surgery, which took place as scheduled. Counsel's first  
17 "post-op" examination and consultation took place on November 9, 2022, in which no  
18 complications were observed. As of October 24, 2022, debtors filed their objection to the  
19 Charmbury claims to which claimant responded November 18, 2022.

20 Counsel attempted to reach a settlement agreement with debtors concerning the Charmbury  
21 claims. Counsel left off at \$30,000.00, counsel's settlement authority, after agreeing to split the  
22 difference between \$44,000.00 (the four claims accepted per Prime Pay, LLC) and \$22,000.00 (the  
23 two claims accepted per debtors). The debtors offered a settlement amount of \$13,500.00 for the  
24 Charmbury claims representing, according to debtors, the nuisance value of claimant's complaint  
25 against debtors for wrongful termination of employment contending the allegations of claimant  
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1 against the debtors were without merit. Claimant rejected this offer on December 9, 2022, as  
2 being too low.

3 I hereby declare under penalty of perjury under the laws of the United States that the foregoing  
4 is true and correct.

5 Dated: December 11, 2022

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7 *Donald W. Ullrich, Jr.*  
8 DONALD W. ULLRICH, JR.  
Attorney for Claimant

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## **CERTIFICATE OF SERVICE**

My name is Donald W. Ullrich, Jr. My business address is 3100 Zinfandel Drive, Suite 265, City of Rancho Cordova, Sacramento County, California 95670-6391. I am over the age of 18 years and not a party to the within action.

On December 11, 2022, I served a true and correct copy of the attached document with exhibits via electronic email upon the following named individuals, their respective email addresses stated. After sending said emails, thereafter I received no electronic notification of a failed or undeliverable electronic transmission:

Jane Kim [jkim@kbkllp.com](mailto:jkim@kbkllp.com)

David A. Taylor [dtaylor@kbkllp.com](mailto:dtaylor@kbkllp.com)

Dara L. Silveira [dsilveira@kbkllp.com](mailto:dsilveira@kbkllp.com)

I certify under penalty of perjury under the laws of the United States that the foregoing is true and correct.

DATED: December 11, 2022

Donald W. Ullrich, Jr.